



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE

PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

TOWN OF BROOKLINE / PURCHASING DIVISION

INVITATION TO BID OR REQUEST FOR PROPOSALS

Sealed bids/proposals for furnishing the following to the Town of Brookline, MA will be received at the Town of Brookline, Town Hall, Purchasing Division 333 Washington St., 2nd Floor, Room 212, Brookline, MA 02445, until the time specified for the bid/proposal opening at which time bids will be opened publicly and proposals in confidence, in accordance with provisions of M.G.L. c. 30B.

<u>Item or Service</u>	<u>Department</u>	<u>Reference Number</u>	<u>Bid/Proposal Opening Date and Time</u>
Pizza	School Department	P-16-11	Thursday July 30, 2015 at 2:00 p.m.
Construction Testing & Inspection Services	Building Department	P-16-13	Thursday July 30, 2015 at 3:00 p.m.
Full Service Snack Vending	School Department	P-16-09	Thursday July 30, 2015 at 3:30 p.m.
Public Safety Dispatch Consultant	Town Administration	P-16-07	Thursday August 6, 2015 at 2:00 p.m.
Building Department Operations Assessment Consultant	Town Administration	P-16-08	Thursday August 6, 2015 at 2:30 p.m.

Specifications and bid/proposal forms may be obtained at the Purchasing Division or by calling (617) 730-2195.

Bid/proposal shall be submitted on the form furnished and in sealed envelope, and marked on the outside with the item title, reference number and bidder's name. Contract awarded pursuant to the Invitation to Bid or Request for Proposals will be subject to provisions of the Town of Brookline By-Laws Article 4.4 Fair Employment Practices with regard to Contracts, relating to non-discrimination in employment, and Article 4.8 Living Wage By-Law, relating to wages paid to employees. The Town reserves the right to accept any bid/proposal in whole or in any part, and to reject any or all bids/proposals if it shall be deemed in the best interest of the Town to do so.

David C. Geanakakis, Chief Procurement Officer July 16, 2015



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PURCHASING DIVISION

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INSTRUCTIONS TO BIDDERS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **INVITATION TO BID**, which is enclosed herewith, is an integral part of these instructions.
2. **BID LISTS**. Vendors who wish to remain on the active bid list must either submit a bid or a letter of explanation as to the reason for not submitting same no later than the official BID OPENING.
3. **MARKING ENVELOPS**. The Bid must be filled out on the form prescribed and enclosed in a sealed envelope which shall be marked on the outside with the word "BID", the Bid Title, Bid Reference Number, and the name and address of the bidder.
4. **SAMPLE**. The Chief Procurement Officer may require the submission of samples either before or after the award of a contract, at no charge to the Town, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted not later than the official BID OPENING. Failure to submit said samples may be regarded as a basis for rejecting a bid. Samples may be impounded until satisfactory completion of a contract. Otherwise, the bidder must call for all samples within (30) days of the award of contracts or said samples will be presumed abandoned and the Chief Procurement Officer will dispose of them as he sees fit.
5. **TAXES**. Purchases by the Town of Brookline are exempt from federal, state or municipal sales and/or excise taxes.
6. **BID FORM**. The bid price(s) must be typewritten in or written in ink in the space(s) provided on the official BID FORM. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Bid prices shall encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing and the cost of delivery.
7. **CASH TERMS**. Discounts for prompt payment will be considered when making awards. Minimum time for discount consideration is twenty (20) days.

INSTRUCTIONS TO BIDDERS - Page 2.

8. BID DOCUMENTS. The bidder is to familiarize himself thoroughly with all the documents enumerated herewith, as it is conclusively understood that all bids are based upon full compliance with the various provisions contained in said documents. The documents comprising the bid consist of (a) Invitation to Bid (b) Article XXIX of the Town of Brookline By-Laws relating to non-discrimination in employment (c) Instructions to Bidders (d) General Conditions (e) Special Conditions (if any) (f) Specifications, and (g) Bid Form. The same documents will be incorporated into the contract documents. Two sets of the Bid Form are given to each bidder. One complete set is to be returned, properly signed and executed, and the other set is for the bidder's file.

9. MINORITY BUSINESS ENTERPRISE PROGRAM. Minority and women owned business enterprises are encouraged to submit bids and will be given every opportunity to participate in Town of Brookline contracts.

10. NOTICE CONCERNING UNEXPECTED CLOSURES: If, at the time of the scheduled bid opening, Town Hall is closed due to inclement weather or other unforeseeable events, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to the ADA Coordinator, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone 617-730-2330, TTY 617-730-2327, FAX 617-730-2388



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PURCHASING DIVISION

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GENERAL CONDITIONS

DAVID C. GEANAKAKIS
Chief Procurement Officer

RICHARD SAVILLE
Procurement Officer

1. **AWARD DATE.** Award will be made within forty-five (45) days after the BID OPENING unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties concerned.

2. **EQUIVALENTS.** Where in the specifications, one certain kind, type, catalog number, brand or manufacturer of material is named, it shall be regarded as the required standard of quality. Where two or more are named, these are presumed to be equal and the contractor may select one of the items. If the bidder proposes to offer substitute items as an equal to those named in the specifications, he shall so indicate on the BID FORM the kind, type, catalog number, brand, or manufacturer of material that is offered as an equal, and shall submit data sheets and/or catalog cuts and otherwise describe wherein it differs from the base specifications in similar detail as the description of the component parts of the specified items. Substituted items must be capable of performing all the functions and/or operational features described or indicated in the specifications. Failure to indicate the description of any substitute item on the Bid Form will be interpreted to conclude that the bidder will furnish the specified item.

3. **DELIVERIES.** The contractor shall pay all freight and delivery charges. Unless otherwise stated, items must be delivered within forty-five (45) days of the notice of award. All deliveries must be made inside the building and to the appropriate storeroom as designated by the custodian. Sidewalk or tailgate deliveries will not be accepted. Town personnel are not required to assist in the deliveries and contractors are cautioned to notify their shippers that adequate assistance must be provided at the point of delivery. All items of furniture must be delivered inside the building, in place, set up ready for use. Deliveries are to be made between 8:30 A.M. and 4:00 P.M., Monday through Thursday, except on holidays. Friday deliveries shall be made between 8:30 A.M. and 12:00 Noon. All damaged items, or items which do not comply with specifications will not be accepted and title therefore will not vest to the Town of Brookline until such items are accepted by the receiving department. The contractor must replace, without further cost to the Town of Brookline, such damaged or non-complying items before payment will be made.

GENERAL CONDITIONS - PAGE 2

4. **LABELING.** All packages, cartons, or other containers must be clearly marked with (a) building and room designation; (b) description of contents or item number from specifications; (c) quantity; (d) Town of Brookline's purchase order number; and (e) Vendor's name and order number.

5. **GUARANTEES.** Unless otherwise stipulated in the specifications, furniture, equipment, and similar durable items shall be guaranteed by the contractor for a period of not less than one year from the date of acceptance by the receiving department. In addition, the manufacturer's guarantee shall be furnished. Any items provided under this contract which are or become defective during the guarantee period shall be replaced by the contractor free of charge with the understanding that all replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement immediately upon receiving notice from the Chief Procurement Officer.

6. **RIGHT TO KNOW.** Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111F SS8, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulations contained in 441 CMR S21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the contract. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing such substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of M.G.L. are cautioned to obtain and read the law and rules and regulations referenced above.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.4

FAIR EMPLOYMENT PRACTICES WITH REGARD TO CONTRACTS

SECTION 4.4.1 CONTRACT PROVISIONS AND REQUIREMENTS

Subject to the exceptions hereinafter stated, all contracts awarded by the Town and all agencies and departments thereof, shall include the following provisions:

During the performance of this Contract, the Contractor, for himself, his assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- (a) The Contractor will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Contract.
- (b) In the performance of work under this Contract, the Contractor shall not discriminate in employment practices or in the selection or retention of subcontractors or in the procurement of materials or rental of equipment on the grounds of race, color, religion, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

- (c) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract and for the procurement of materials and equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination on grounds of race, color, religion, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph (d).
- (d) The Contractor will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the contract, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this contract and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to contracts already in effect, without the express written consent of the contractor.

- (e) In the event the Contractor fails to comply with the foregoing non-discrimination provisions of this Contract, the contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (1) withholding of payment due the Contractor under this contract until the Contractor complies, and/or
- (2) cancellation, termination or suspension of this Contract, in whole or in part.

For the purposes of this section the contracting agency of the Town shall accept as proof of noncompliance with the provisions of Section 4.4.1(a), only final orders or decisions of the Massachusetts Commission Against Discrimination.

- (f) The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this contract, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

SECTION 4.4.2 EXEMPTIONS

The requirements of Section 4.4.1 shall not apply to the following contracts:

- (a) Whenever work is to be or has been performed outside the state and no recruitment of workers within the state is involved
- (b) those involving standard commercial supplies or raw materials
- (c) When the contractor is a club exclusively social, or a fraternal association or corporation, if such club, association or corporation is not organized for private profit
- (d) when the contractor employs fewer than six persons
- (e) when the total value of the contract is less than \$10,000.00
- (f) contracts involving joint purchases with the state
- (g) contracts with the Commonwealth for construction of public works
- (h) contracts for financial assistance with a government or governmental agency
- (i) notes and bonds of the Town
- (j) employment by the Town of officers and employees of the Town
- (k) whenever it is deemed necessary or appropriate the Board of Selectmen, upon the advice and counsel of the Human Relations Commission, may exempt any contract not covered by the foregoing exemptions from the operation of this By-law in whole or in part.

SECTION 4.4.3 REQUEST FOR PROPOSALS

All requests for proposals for contracts subject to the provisions of this Article shall include a statement notifying all bidders that the contract awarded pursuant to the proposal is subject to the provisions of this Article of the By-laws, relating to non-discrimination in employment.

TOWN OF BROOKLINE, MASSACHUSETTS

By-laws of the Town of Brookline

ARTICLE 4.8

LIVING WAGE BY-LAW

SECTION 4.8.1 TITLE

This By-Law shall be known as the "Living Wage By-Law."

SECTION 4.8.2 LIVING WAGE

- (a) The town of Brookline ("town") shall pay each of its employees no less than \$10.30 an hour except as provided in Section 4.8.5 and in collective bargaining agreements with the town under G.L. c. 150E, section 7.
- (b) The wage prescribed in paragraph (a) of this Section 4.8.2 shall be known as the "living wage" and shall be adjusted annually by the same percentage and on the same schedule relative to wage adjustments given to full-time, nonunion town employees on the town's general pay schedule, beginning in the year 2003.
- (c) The living wage shall also be adjusted annually at the time of and after the adjustment set forth in paragraph (b) of this Section 4.8.2 if necessary to insure that as so adjusted, it is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.3 MINIMUM WAGE

The compensation of employees exempted from the living wage under paragraphs (a), (b), (c) and (d) of Section 4.8.5 shall be adjusted annually at the same time as the adjustment referred to in paragraph (b) of Section 4.8.2 if necessary to insure that the hourly wage is at least one dollar more than the state minimum wage in effect under G.L. c.151 at the time of such adjustment.

SECTION 4.8.4 NOTICE

The town shall provide each employee with a fact sheet about this By-Law and shall post current notices about the By-Law in conspicuous locations in town buildings. These fact sheets and posters shall include:

- (a) notice of the living wage amount;
- (b) notice of the town minimum wage amount under Section 4.8.3;
- (c) a summary of the By-Law provisions;
- (d) notice that a person claiming to be aggrieved by a violation of this By-Law may file a grievance under the town's Human Resources By-Law (Section 3.15.11) or, if a School Department employee, a complaint with the Assistant Superintendent of Schools for Personnel; notice that upon exhaustion of this administrative remedy, such person may seek appropriate legal relief.

SECTION 4.8.5

EXCEPTIONS

The town shall not be required to pay the living wage to the following persons:

- (a) seasonal employees who work less than six months in any twelve-month cycle;
- (b) employees participating in a work-study or cooperative educational program;
- (c) employees whose positions are funded, in full or in part, by Community Development Block Grant or State Elder Services Grant monies;
- (d) town library Junior Library Pages;
- (e) Putterham Meadows Golf Course rangers;
- (f) volunteers and all persons appointed or elected to town committees;
- (g) elected officers of the town.

SECTION 4.8.6

APPLICATION/ENFORCEMENT/REMEDIES

a. Definitions:

In construing SECTION 4.8.6, the following words shall have the meanings herein given, unless a contrary intention clearly applies.

Covered employer means anyone who has been awarded a service contract or subcontract with the Town after the effective date of the By-law.

Covered Employee means any employee who performs direct services for the purpose of fulfilling the covered employer's contractual obligations, provided however, employees who perform services that are incidental to the execution of the contract are not covered employees.

Person means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by this commonwealth,

Services means the furnishing of labor, time, or effort by a contractor and/or covered employer.

Service contract means a contract for services awarded to a vendor by the town for no less than the following amounts: (i) \$25,000.00 for contracts commencing in fiscal year 2006, (ii) \$10,000.00 for contracts commencing in fiscal year 2007 (iii) \$5,000.00 for contracts commencing in fiscal year 2008 and thereafter. Any bids opened prior to fiscal year 2006 shall not be subject to this article.

b. Application of Living Wage By-Law to Contracts

After the applicable date of this By-Law, the guidelines outlined in the Living Wage By-Law, Section 4.8.2 Living Wage, shall apply to all service contracts of the Town of Brookline.

These guidelines shall be followed to ensure that all covered employers shall pay their covered employees (both as defined above) providing services to the Town of Brookline and any of its Departments a Living Wage as defined in Article 4.8 Section 2.

c. Enforcement

Grievance procedures and nondiscrimination. Any covered employee who believes that his or her employer is not complying with requirements of this article applicable to the employer has the right to file a complaint with the town's Chief Procurement Officer or Board of Selectmen. Complaints of alleged violations may also be filed by concerned citizens or by a town official or employee. Complaints of alleged violations may be made at any time and shall be investigated promptly by or for the officer or board that received the Complaint. To the extent allowed under the Public Records Law, G.L.c.66, statements, written or oral, made by a covered employee, shall be treated as confidential and shall not be disclosed to the covered employer without the consent of the covered employee.

Investigations. The Chief Procurement Officer or Board of Selectmen who received a complaint, as aforesaid, shall investigate or have the complaint investigated and may, in conjunction with the Town Counsel, require the production by the covered employer of such evidence as required. The covered employer shall submit payroll records (meaning records that relate to wages paid) upon request, and the failure to comply with the request may be a basis for terminating any contract between the parties. Upon receipt by the town of information of possible noncompliance with the provisions of this article, the covered employer shall permit representatives of the Chief Procurement Officer or Board of Selectmen to observe work being performed upon the work site, to interview employees and to examine payroll records, the books and records relating to the payrolls being investigated, to determine whether or not the relevant payment of wages complies with this By-Law.

Retaliation and Discrimination Barred. A covered employer shall not discharge, reduce the compensation of, or otherwise discriminate against any employee for making a complaint to the Town or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the article. The Town shall investigate allegations of retaliation or discrimination and may, in conjunction with Town Counsel, and in accordance with the powers herein granted, require the production by the employer of such evidence as may be deemed necessary or desirable during such investigation.

d. Remedies

In the event that the town shall determine, after notice and hearing, that any covered employer has failed to pay the living wage or has otherwise violated the provisions of this article:

- (1) The town may pursue the following remedies and relief:
 - a. Fines not to exceed \$300.00 for each week, for each employee found to have not been paid in accordance with this article; and
 - b. Suspension of ongoing contract and subcontract payments.
- (2) If the covered employer has failed to pay the living wage, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee, is made within a specified time.
- (3) If the covered employer has discharged, reduced the compensation or otherwise discriminated against any covered employee for making a complaint to the town, otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the ordinance, the town may terminate all service contracts with the covered employer unless appropriate relief, including restitution to each affected covered employee and reinstatement of each discharged covered employee, is made within a specified time.

SECTION 4.8.7

SEVERABILITY

If any portion or provision of this By-Law is declared invalid or unenforceable by a court of competent jurisdiction or the Office of the Attorney General, the remaining provisions shall continue in full force and effect.

TOWN OF BROOKLINE, MASSACHUSETTS
BUILDING DEPARTMENT
333 WASHINGTON STREET
BROOKLINE, MA 02445

**CONSTRUCTION TESTING AND
INSPECTION SERVICES ASSOCIATED WITH
THE ADDITIONS AND RENOVATIONS TO
MUNICIPAL SERVICE CENTER
870 HAMMOND STREET
BROOKLINE, MASSACHUSETTS**

TOWN OF BROOKLINE, MASSACHUSETTS
PURCHASING DIVISION
333 WASHINGTON STREET BROOKLINE , MA 02445

**INVITATION FOR BIDS
FOR
CONSTRUCTION TESTING AND INSPECTION SERVICES**

Introduction

Competitive sealed bids are invited in accordance with the provisions of M.G.L. Ch. 30B for:

CONSTRUCTION TESTING AND INSPECTION SERVICES ASSOCIATED WITH
THE ADDITIONS AND RENOVATIONS TO THE MUNICIPAL SERVICE CENTER,
870 HAMMOND STREET BROOKLINE, MASSACHUSETTS

Bidder must be qualified by experience, facilities and personnel to supply the specified services. The Town reserves the right to confirm bidder's abilities prior to award to insure that qualifications are met.

Any questions pertaining to the specifications of this Invitation for Bid (IFB) are to be directed to Ray Masak, Building Department, at 617-264-6449.

Any questions pertaining to procedures of this IFB are to be directed to David C. Geanakakis, Chief Procurement Officer, Town of Brookline Purchasing Division, telephone (617) 730-2195, fax (617) 264-6446.

Bids may be held open for a period of one hundred (120) days from the bids submission date unless award is made sooner or the time for award is extended.

Award of a contract may be subject to the approval of the Town of Brookline Board of Selectmen and the Brookline Building Commission.

Award, payment, and performance obligations in the present and succeeding fiscal years shall depend on the availability and appropriation of funds.

Bid Submission Procedure

Bids will be received at the Town of Brookline, MA, Purchasing Division until **Thursday July 30, 2015 at 3:00 p.m.** at which time they will be opened. Bids submitted after that time and date will be rejected.

Bids must be sealed, clearly marked "**P-16-13 IFB for CONSTRUCTION TESTING AND INSPECTION SERVICES**" and should be submitted to:

Town of Brookline
Town Hall, Purchasing Division
333 Washington St., 2nd Floor, Room 212
Brookline, MA 02445

It is the sole responsibility of the Bidder to insure that the bid arrives on time at the designated place.

Three (3) copies, one original and two copies, of each bid shall be submitted.

Bidder should note the following items:

A. Rejection of Bids

The Town of Brookline reserves the right to accept or reject any and/or all bids received pursuant to this request, if it is in the Town's best interest to do so. The Town reserves the right to reject any IFB response that does not meet the minimum criteria, or does not completely answer all questions posed in this IFB. The Town of Brookline reserves the right to independently verify the accuracy of information supplied in the IFB response. The Town reserves the right to reject any IFB response that is not submitted in the requested format or not properly signed.

B. Incurring Costs

The Town of Brookline shall not be liable for any costs or obligations incurred by prospective Bidder's prior to the execution of the contract for CONSTRUCTION TESTING AND INSPECTION SERVICES.

C. Addenda to Bid

If it becomes necessary to revise any part of this bid proposal addenda will be provided to all prospective Bidders who receive the bid.

D. Disclosure of Bid Contents

All materials, including any costs and price information, submitted become subject to Public information law requirement, become the property of the Town of Brookline and will not be returned. The Town of Brookline reserves the right to use any and all ideas presented in any reply to this Bid Proposal. Selection or rejection of the bid does not affect this right.

The Town plans to award one contract to the responsive and responsible bidder. Please note, the bid (price sheet) form must be completed. **No substitute form will be accepted.** Pricing must remain firm for the entire contract period.

Failure to answer any question, to complete any form or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the bid unless the Town determines that such failure constitutes a minor informality.

In their response to this IFB, bidders MUST submit documents signed in ink in all places requested. Failure to do so may result in the bid deemed non-responsive. The Town reserves the right to waive minor informalities regarding signatures.

Any interpretations of the IFB and supplemental instructions will be in the form of written addenda to the IFB specifications. Requests for clarification or any questions about information contained in the IFB should be addressed in writing to the Purchasing Division.

No request or questions will be accepted one (1) week prior to the proposal due date. Questions and answers will be compiled and sent to all bidders who requested a copy of the IFB before the bid deadline.

Bidders should list any **“EXCEPTIONS TO SPECIFICATIONS”** on a separate sheet included in the bid submittal.

Bidder must be qualified by experience, facilities and personnel to supply the specified unit. The Town reserves the right to inspect bidder's facility prior to award to insure that qualifications are met.

The bidder shall submit the following documents in a sealed envelope in accordance with the instructions stated in the Invitation to Bid:

- A. Completed and signed BID FORM.
- B. Complete set of SPECIFICATIONS with a response for each item listed.
- C. A complete explanation for any exception to any item in the specification sheets.
- D. A list of at least three (3) municipalities to which similar services have been provided. Provide name and address of the municipality, together with name, address, and telephone number of the contact person.
- E. All additional information required by the Specifications.
- F. PERFORMANCE BOND in the amount specified.

Failure to comply with any of the requirements included in this bid may result in your bid being determined to be non-responsive and rejected.

SPECIFICATIONS

1.0 SCOPE:

Furnish all labor, materials and equipment necessary for Construction Testing and Inspection Services on an as needed basis to facilitate construction work at the Municipal Service Center. Over the next year, the Town is undertaking the renovations and additions to the Municipal Service center , which includes wash bay, offices, structural repairs and other support spaces. This is an occupied facility and all work must be conducted so as not to interfere or otherwise impact the Contractor's operations.

The intent of this contract is to provide Construction and Inspection Services to monitor the Construction Contractor's adherence to all applicable codes, regulations and the project plans and specifications. The successful bidder shall work in harmony with the construction contractor and all other vendors, contractors, suppliers, Town employees, etc.

The services of the Testing and Inspection consultant will be scheduled on an as needed basis. The consultant will be given at least 24-hour notice prior to the request for services, and will be required to provide all services based on such notice.

The successful bidder shall provide all the inspection and testing required in the plans and specifications for this project. Copies of the plans and specifications are available for inspection in the Town Hall, Building Department, 333 Washington Street, 3rd Floor, Brookline, MA. Contact Ray Masak at 617-264-6449 for an appointment. All bidders are encouraged to review these documents, as inability to provide these services to the satisfaction of the Town is grounds for cancellation of the contract.

At a minimum, the successful bidder shall be required to adhere to the following :

1. Testing Agency shall be an independent laboratory and shall meet "Recommended Requirements for Independent Laboratory Qualifications", published by American Council of Independent Laboratories.
2. Inspection of Facilities: submit copy of report made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by inspection.
3. Testing Equipment: laboratory shall have the necessary testing equipment for the services required in the Contract Documents, all of which shall, as applicable, be calibrated at maximum 12 month intervals by devices of accuracy traceable to either National Bureau of Standards or Accepted Values of National Physical constants. Submit copy of certificate of calibration made by accredited calibration agency.

4. Inspection work, supervision and direction of Technicians and Certification shall be by Professional Engineers licensed in the Commonwealth of Massachusetts.

5. Technicians shall have a minimum of five- (5) years experience on similar type work.

The successful bidder shall distribute all reports separately to up to six (6) parties as directed by the Town of Brookline representative.

2.0 SERVICES

The following is a description of the services that shall be provided by the consultant on an as needed basis as determined by the Town of Brookline Representative. For estimated quantities, refer to the "Bid Form":

1. Field Soils: Inspection of Placement and Compaction bid prices shall include UNLIMITED In-place Density Tests. Tests shall conform to applicable sections of the specifications.

2. Laboratory Soils/Aggregate Services:
Mechanical Analysis (Sieves)
#200 Sieve Wash
Optimum Moisture Density Test (Proctor)

3. Concrete Field Services:

Placement Monitoring and testing of the Slump, Air and Temperature along with fabricating of test samples according to the construction plans and specifications, **bid prices shall include truck timing and transporting the cylinders to laboratory for testing.**

4. Combination of Reinforcing Steel and Concrete Inspection:

Rebar inspection and Arrangement of formwork by visual inspection for compliance to plans and specifications, including a complete concrete inspection.

5. Laboratory Concrete Services:

Curing and testing of cylinders including immediate notification of low test results along with report processing and distribution.

6. Mix Design Review

7. Field Masonry Inspection:

Inspect Placement of Masonry including Weather Protection, Flashings, weeps, Certification/Material Review for Specification Compliance, Test Sample Fabrication and Transporting samples to laboratory for testing.

8. Laboratory Masonry Services:

- Compression Testing of Masonry Prisms
- Compression Testing of Masonry Units
- Compression Testing of Mortar and Grout Samples
- Fabrication and Testing of Grout Prisms (ASTM C-1019)
- Efflorescence of Masonry Units (ASTM C-67)

9. Curing Box: For Concrete, Mortar, Grout Samples - include in bid prices

10. Engineering Services:

- Four (4) Hour Minimum
- Footing Bottom Inspection (Cone Penetrometer)

11. Structural Steel and Welding Inspection

- Fabricating Shop Inspection (Local Shop)
- Visual Field Inspection of Bolts and Welds)

12. Roofing:

Field Inspection for Compliance to Local Codes and Project Plans and Specifications

13. Bituminous Paving:

Inspection of Placement and Compaction (Nuclear Density Method)
Including Thickness Determinations

14. Firestopping:

- Field Inspection of Firestopping

Overtime Rates apply after 5:00 P.M. or after the consultant's technicians have been on the job for eight (8) hours (excluding one (1) hour for lunch). Monday through Friday overtime shall be billed at 1 1/2 times the hourly rate provided in the bid form. Saturdays shall be billed at 1 1/2 times the hourly rate provided in the bid form. Sundays and Legal Holidays shall be billed at 2 times the hourly rate provided in the bid form.

A Half Day is four (4) hours AM or PM (excluding the noon hour).

A Full Day is eight (8) hours (excluding the noon hour).

The rates quoted in the bid form shall be applicable for the life of the project.

3.0 CONTRACT PERIOD

The contract shall commence on the earliest date possible after the bid opening and continue for a one year period, with an option to renew annually for an additional two (2) one year periods. This option is to be exercised at the sole discretion of the Town of Brookline. The Town reserves the right to cancel the contract at any time during the contract period if the Chief Procurement Officer determines in writing to the contractor that the service has not been performed in accordance with the contract requirements.

4.0 BID REQUIREMENTS/AWARD OF CONTRACT

The low bid will be determined by using the "Total Bid Price" from the Bid Form. The successful low bidder meeting the Minimum Evaluation Criteria shall be awarded the contract.

The Town of Brookline is exempt from federal and state sales and/or excise taxes. These taxes are not to be included in bid prices.

HOURLY RATES SHALL INCLUDE ALL NECESSARY EQUIPMENT AND MATERIALS, UNLESS STATED OTHERWISE IN THIS DOCUMENT, NEEDED IN ORDER TO COMPLETE ALL WORK. ALL TRAVEL COSTS SHALL BE INCLUDED IN THE HOURLY LABOR RATES. HOURLY RATES FOR FIELD LABOR WILL BE PAID COMMENCING WHEN THE CONSULTANT'S EMPLOYEES ARE ACTUALLY ON SITE. PAYMENT WILL NOT BE MADE FOR THE TIME OR MILEAGE SPENT TRAVELING TO OR FROM THE JOB SITE. BIDDERS SHALL INCLUDE THE COST OF ALL REIMBURSABLE IN THEIR UNIT PRICES. THE CONSULTANT SHALL BE REQUIRED TO SUBMIT CERTIFIED DAILY PAYROLLS WITH THE MONTHLY INVOICES. NO PAYMENTS WILL BE CONSIDERED UNLESS ACCOMPANIED WITH SAID CERTIFIED DAILY PAYROLLS.

5.0 MINIMUM REQUIREMENTS

1. The Bidder's primary business is Construction Testing and Inspection
2. The Bidder has been in the business of Construction Testing and Inspection for at least five (5) years

3. The Bidder's laboratory must be licensed with the Commonwealth Building Regulations Board.

4. The Bidder's Concrete Inspectors must possess Class "A" Field Concrete Technician's License from the Commonwealth of Massachusetts Building Regulations Board.

All information will be verified.

6.0 INDEMNIFICATION

The consultant shall indemnify and hold harmless the Town of Brookline from any and all claims, demands, causes of action, suits, judgments, liabilities and expenses for property damages and/or injury to, or death of persons, arising or in any manner growing out of any of the consultant, his agents or employees. The consultant shall assume the defense and save harmless the Town of Brookline and its individual officers, employees or agents from said claims arising out of the work of the consultant.

The consultant shall take precautions for safety while conducting the work so as to prevent injuries or damages to persons or property on the assigned job site.

7.0 INSURANCE REQUIREMENTS

The Consultant must provide the Town of Brookline insurance policies as stated below at the expense of the Consultant. The insurance certificate must be written in the name of the Town as an **Additional Named Insured** in order to protect the interests of the Town from any liability which might be incurred against it as a result of any operation of the consultant, its subconsultants, or their employees.

The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations, and Owned, Nonowned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Certificates must be presented to the Town at the time the contract is signed by the Consultant.

The Consultant and all subconsultants waive subrogation rights against the Town of Brookline for all losses.

EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION,
CHANGE OF NON-RENEWAL.

NOTICE OF OCCURRENCE is to be given to the Chief Procurement Officer, Town of Brookline, Purchasing Division, 333 Washington Street, Brookline, MA 02445.

INSURANCE POLICIES MUST COVER THE ENTIRE CONTRACT PERIOD

INDEMNITY

The contractor agrees to indemnify and defend the Town of Brookline and hold harmless the Town of Brookline from any and all claims, demands, loss, liability, causes of action, suits, judgments, liabilities and expense for property damages and/or injury to, or death of persons, arising or in any manner growing out of any of the contractor's activities in connection with work under this contract, as to the work of the contractor, his agents or employees. The contractor shall assume the defense and save harmless the Town of Brookline and its individual officers, employees or agents from said claims arising out of the work of the contractor. The Town reserves the right to select outside counsel to defend any such actions, such outside counsel being subject to the approval of the contractor and not to be reasonably withheld or delayed, to defend any such actions.

CONTRACTOR INSURANCE OBLIGATION

Prior to starting work on this contract, the contractor shall deposit with the Town of Brookline, certificates from insurers clearly stating that the required insurance policies have been issued to the contractor and will remain in effect during the time period required to complete the contract. The certificates must be in a form satisfactory to the Town. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, Owned, Non-owned and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, which ever are greater.

The contractor agrees to take all precautions for safety while conducting the work so as to prevent injuries or damages to persons or property on the assigned job site. The contractor agrees that he shall possess and maintain throughout the contract period/project insurance in the kinds and amounts as follows:

A. Commercial Liability:

General Aggregate:	\$2,000,000.00
Products Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Limit	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage	\$ 100,000.00
Medical Expenses	\$ 5,000.00

B. Automotive - For all owned, non-owned, hired and leased vehicles:

Each Occurrence Combined Single Limit	\$1,000,000.00
or	
Bodily injury - each person	\$1,000,000.00
- each accident	\$1,000,000.00
Property damage - each occurrence	\$1,000,000.00

C. Umbrella:

Combined single limit	\$5,000,000.00
General aggregate	\$5,000,000.00

D. Worker's Compensation

Coverage A	STATUTORY
Coverage B Each Accident	\$ 500,000.00
Disease - Policy Limit	\$ 500,000.00
Disease - Each Employee	\$ 500,000.00

The contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the owner in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The Town of Brookline must be an additional insured on any such umbrella policy.

ADDITIONAL INSURED

The Town of Brookline must be named as an additional insured on the ENTIRE liability policy. The Insurance Certificate must be written in the name of the Town of Brookline as an Additional Insured in order to protect the interest of the Town from any liability which might be incurred against it as a result of any operation of the Contractor, his subcontractors, or their employees.

NOTICE The policy must contain a notation the insurer will give 30 days notice to the Town of Brookline prior to cancellation, change or non-renewal of the policy.

OCCURRENCE Notice of Occurrence is to be given to the Director of Buildings

CARRIER RATING Carriers MUST have an A.M. Best rating of A or better.

The Town reserves the right, at its sole discretion, to amend the insurance requirements set forth above. The consultant may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall

be delivered to the Town in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The Town of Brookline must be an additional insured on any such umbrella policy.

The Town reserves the right, at its sole discretion, to amend the insurance requirements set forth above.

8.0 LICENSES AND PERMITS

The Consultant shall have all licenses required under Federal, State and Local Laws and shall furnish a copy of such to the Town simultaneously with the execution of the contract. The consultant shall be responsible for obtaining and paying for all applicable permits.

9.0 BILLING ADDRESS

The Consultant shall submit monthly invoices in accordance with the requirements set forth in this document. The designated billing office to which all invoices and supporting documentation are required to be submitted is as follows:

Raymond Masak, OPM
Town of Brookline
Building Department
333 Washington Street
Brookline, MA 02445

TOWN OF BROOKLINE, MASSACHUSETTS
333 WASHINGTON STREET BROOKLINE , MA 02445

BID FORM - PAGE 1 OF 6

MINIMUM REQUIRMENTS

Circle Yes or No for items 1 and 2.

- | | | | |
|----|--|-----|----|
| 1. | Bidder's primary business is Construction Testing and Inspection | YES | NO |
| 2. | Bidder has been in the business of Construction Testing and Inspection for at least five (5) years | YES | NO |
| 3. | Bidder's laboratory must be licensed with the Commonwealth of Massachusetts building Regulations Board. Provide license number:

_____ | | |
| 4. | Bidder's Concrete Inspectors must possess Class "A" Field Concrete Technician's License from the Commonwealth of Massachusetts Building Regulations Board. Attach separate sheet with employee names and license numbers. | | |

TOWN OF BROOKLINE, MASSACHUSETTS
333 WASHINGTON STREET BROOKLINE , MA 02445

BID FORM - PAGE 2 OF 6

Unit Pricing

The successful bidder shall provide the services described in the "Specifications" section of the "Invitation to Bid" and as described in the construction plans and specifications, which all bidders are encouraged to review at the Brookline Building Department in Brookline Town Hall, based on the following units for labor and sample analysis. The successful bidder shall not initiate project activity until receipt of the authorization to proceed. All unit rates shall be applicable for the life of the contract which is one year from the date of execution. Unit Rates shall include all necessary equipment and materials, unless stated otherwise in this document, needed in order to complete all work. All travel costs shall be included in the Unit Rates. Unit Rates for field labor will be paid commencing when the Consultant's employees are actually onsite. Payment will not be made for the time or mileage spent traveling to or from the site. Bidders shall include the cost of all reimbursements in their Unit Rates. The Consultant shall be required to submit Certified Daily Payrolls with the monthly invoices. No payment will be considered unless accompanied with said monthly invoices.

No payment will be considered unless accompanied with said Certified Daily Payrolls. Bidders shall fill in the Unit Rates below for each of the 16 categories. For each Unit Rate, multiply the "Unit Rate" amount by the "EST. UNITS" provided and enter the result in "TOTAL COST". Sum all the amounts in the "Total Cost" column and enter the total in "Total Bid Price". The "Total Bid Price" is the bidders total bid.

TOWN OF BROOKLINE, MASSACHUSETTS
333 WASHINGTON STREET BROOKLINE , MA 02445

BID FORM - PAGE 3 OF 6

<u>SERVICE CATEGORY</u>	<u>UNIT RATE</u>	<u>EST. UNITS</u>	<u>TOTAL COST</u>
1. Field Soils	\$_____/half day	5 days*	\$_____
	\$_____/full day	5 days*	\$_____
2. Laboratory Soils/ Aggregate Services			
a. Mechanical Analysis (Sieves)	\$_____/each	5*	\$_____
b. #200 Sieve Wash	\$_____/each	5*	\$_____
c. Optimum Moisture Density Test (Proctor)	\$_____/each	5*	\$_____
3. Concrete Field Services	\$_____/half day	5 half days*	\$_____
	\$_____/full day	5 full days*	\$_____
4. Combination of Reinforcing Steel and Concrete Inspection	\$_____half day	5 half days*	\$_____
	\$_____/full day	5 full days*	\$_____
5. Laboratory Concrete Services	\$_____/each	50*	\$_____
6. Mix Design Review	\$_____/each	2*	\$_____

BID FORM - PAGE 4 OF 6

- b. Footing Bottom \$_____/each 5* \$_____
- Insp. (Cone Penetrometer)

TOWN OF BROOKLINE, MASSACHUSETTS
333 WASHINGTON STREET BROOKLINE , MA 02445

BID FORM - PAGE 5 OF 6

11. Structural Steel and Welding Inspection:

- | | | | |
|---|-------------------|--------------|----------|
| a. Fabr. Shop Insp.
(Local Shop) | \$ _____/half day | 1 half days* | \$ _____ |
| | \$ _____/full day | 1 full days* | \$ _____ |
| b. Visual Field Insp.
of Bolts & Welds | \$ _____/half day | 2 half days* | \$ _____ |
| | \$ _____/full day | 2 full days* | \$ _____ |

12. Roofing:

- | | | | |
|----------------|-------------------|--------------|----------|
| a. Field Insp. | \$ _____/half day | 2 half days* | \$ _____ |
| | \$ _____/full day | 1 full days* | \$ _____ |

- | | | | |
|------------------------|-------------------|--------------|----------|
| 13. Bituminous Paving: | \$ _____/half day | 2 half days* | \$ _____ |
| | \$ _____/full day | 1 full day* | \$ _____ |

14. Firestopping:

- | | | | |
|----------------------|-------------------|--------------|----------|
| a. Field inspection: | \$ _____/half day | 2 half days* | \$ _____ |
| | \$ _____/full day | 1 full day* | \$ _____ |

TOWN OF BROOKLINE, MASSACHUSETTS
333 WASHINGTON STREET BROOKLINE , MA 02445

BID FORM - PAGE 6 OF 6

TOTAL BID PRICE \$_____

Items on the previous pages marked with a “*” represent an estimated number and does not reflect the actual number that may be required throughout the term of the contract.

End of Bid Form

TOWN OF BROOKLINE, MASSACHUSETTS
333 WASHINGTON STREET BROOKLINE , MA 02445

BID SIGNATURE FORM

The undersigned, hereafter called the bidder, having fully familiarized himself with all of the bid documents, hereby agrees and declares:

1. That prices inserted cover all labor, materials, transportation, insurance, and all other necessary expenses to fulfill the conditions of the contract within the time stated.
2. That if a substitute manufacturer's name or model number is not inserted by the bidder under the appropriate column, it is understood that the bidder will furnish only the specified item and no substitute will be accepted.
3. Pursuant to M.G.L. Ch. 62C, sec. 49A, the bidder hereby certifies that the bidder has filed all state tax returns and paid all state taxes required under law.
4. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The following items are to be completed by the bidder:

Title of Bid _____

Guaranteed Delivery Date or Date of Project Completion _____

Company Name _____

Company Address _____

Social Security or Federal Identification Number _____

Our company is: A Corporation ____ A Partnership ____ Individually Owned ____

Printed Name of Company Official _____

Signature of Company Official _____

Telephone Number _____

Facsimile Number _____

Email Address _____

Terms: _____ % _____ Days, Net _____ Days



TOWN OF BROOKLINE

Massachusetts

DEPARTMENT OF FINANCE
PURCHASING DIVISION

333 Washington Street
Brookline, MA 02445
617-730-2195
Fax: 617-264-6446

CERTIFICATE OF NON – COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of Business

TAX COMPLIANCE CERTIFICATE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of individual submitting bid or proposal

Name of Business

CERTIFICATE OF VOTE

I, _____, Clerk of

_____, hereby certify that, at a meeting of

the Board of Directors of said Corporation duly held on _____, 20____, at which a quorum was present and voting (Date must be earlier than contract) throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That _____
(NAME OF OFFICER AUTHORIZED TO SIGN FOR CORPORATION)

be and hereby is authorized, directed and empowered for, in the name and on behalf of this Corporation to sign seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of this Corporation; the execution of any such contract, bond or obligation by such _____ to be valid and

(NAME OF OFFICER)

binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Brookline."

I further certify that _____ is the
(NAME OF OFFICER)

duly elected _____ of said Corporation.
(TITLE)

Signed _____
(CLERK-SECRETARY)

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

COUNTERSIGNATURE: _____
(NAME AND TITLE OF OFFICER)

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.